

CRAB ISLAND WATER SPORTS, LLC

1198 Miracle Strip Parkway
Fort Walton Beach, FL 32548

BOAT AND WAVERUNNER/JET SKI RENTAL AGREEMENT

****ALL RENTERS MUST BE AT LEAST 18 YEARS OF AGE AND PROVIDE PROOF OF AGE****

Deposit: Reservations require a deposit of the rental amount for the time reserved.

_____ 24 Hr. Cancellation Policy Explained to Customer

_____ Deposit Explained to Customer

_____ Deposit collected

LESSEE TO READ ALL PAGES OF THIS AGREEMENT AND INITIAL EACH CLAUSE BEFORE SIGNING THIS DOCUMENT.

In consideration of the agreement herein, Crab Island Water Sports, LLC (herein after referred to as the LESSOR) agrees to lease to the undersigned (herein after referred to as the LESSEE) the craft and equipment described herein.

Initial: _____

THE LESSEE CERTIFIES THAT HE/SHE HAS EXAMINED THE CRAFT AND EQUIPMENT AND FINDS IT ACCEPTABLE AND SUITABLE FOR THE PURPOSE FOR WHICH IT IS LEASED. THAT HE/SHE WILL OPERATE THE CRAFT IN ACCORDANCE WITH ALL SAFETY RULES AND REGULATIONS AS POSTED IN THIS OFFICE OR ON THE CRAFT, AND FURTHER CERTIFIES THAT HE/SHE HAS READ AND UNDERSTANDS SAID RULES AND REGULATIONS.

Initial: _____

LESSEE AGREES TO REPORT ANY ACCIDENT, MALFUNCTION OR BREAKDOWN OF RENTAL CRAFT TO LESSOR IMMEDIATELY IN ACCORDANCE WITH THE MALFUNCTION/BREAKDOWN CLAUSE WHICH FOLLOWS.

Initial: _____

LESSEE AGREES THAT PRIOR TO SIGNING THIS AGREEMENT THAT HE OR SHE HAS READ, FULLY UNDERSTANDS, AND HAS SIGNED THE **WAIVER AND UNCONDITIONAL GENERAL RELEASE FROM LIABILITY** AND AGREES TO BE BOUND BY ALL OF THE TERMS OF SUCH **WAIVER AND UNCONDITIONAL GENERAL RELEASE FROM LIABILITY**.

Initial: _____

This certifies that I (We), the LESSEE (S) am/are experienced and capable in all aspects of the handling and operation of the craft such as the one rented above. LESSEE agrees said craft will not be occupied by a greater number of persons that is shown in this rental agreement. I, the LESSEE (S) am/are aware of the NO WAKE areas and am/are responsible for any damaged caused by my wake. I, the LESSEE (S) will not remove any equipment from Okaloosa County and I (We) have familiarized myself/ourselves with a chart of the area.

WATER SKIING, TOWING, AND/OR NIGHT OPERATION OF RENTAL BOATS AND EQUIPMENT IS FORBIDDEN, NO EXCEPTION, LESSEE IS LIABLE.

Initial: _____

I authorize and allow CRAB ISLAND WATER SPORTS, LLC to charge my credit card for any damages or loss of equipment. The rental price does include fuel.

Initial: _____

The LESSEE acknowledges he/she has carefully examined the rental craft and finds it suitable for the purpose for which it is leased, and that or other accessory equipment is in suitable and acceptable condition: that he/she will maintain both craft and equipment in a safe, dependable condition while in he/she has custody.

Initial: _____

A major credit card authorization (VISA, MasterCard, Discover, American Express or Debit) or CASH in the amount of five hundred dollars (\$500.00) shall be retained by the LESSOR as partial compensation for failing to return said rental craft in as good condition, ordinary wear and tear excluded, as when received; for reimbursement of articles damaged, missing or broken; or to be applied to the rental charges upon return of craft by LESSEE.

Initial: _____

LESSEE agrees not to use, nor permit the use:

- a. of the rental craft for any unlawful purpose;
- b. of the rental craft in a careless or negligent manner;
- c. of the rental craft while under the influence of liquor or narcotics; or any other drugs
- d. by any other person not the signatory of the agreement, or not equally qualified.

Initial: _____

LESSEE acknowledges his/her responsibility for the safe and proper operation of the rental craft; and for the safety and welfare of other boaters, persons, and passengers. It is AGREED AND UNDERSTOOD BY LESSEE that the LESSOR shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental craft. LESSEE FUTHER AGREES to indemnify and hold harmless the LESSOR and its agents,

affiliates and personnel from, and against any and all claims for loss of or damage to property or injury to persons (including death) resulting through the use, operation or possession of said rental craft. LESSEE further agrees to hold the LESSOR harmless should loss or damages occur to any LESSEE'S personal property while carried in, or on, the rental craft, including loss or damage by fire, water, theft or any other causes whatsoever.

Initial: _____

LESSEE expressly agrees to indemnify and hold LESSOR and its agents, affiliates and personnel, harmless of, from and against any and all loss, cost, damages, attorney fee and/or liability in connection with the enforcing of the forgoing rental contract by LESSOR, including expense incurred in connection with attempting to collect delinquent rent and in the event of suit by LESSOR, to recover possession of said rental property and/or to enforce any terms, conditions and/or provisions hereof. It is understood and agreed that Venue and any action hereunder shall be in the county of LESSOR.

Initial: _____

In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental craft the LESSEE will immediately report it to LESSOR. Continued use of it shall entirely at the LESSEE'S risk and thus LESSEE assumes all liability of injury and damage to all persons and property that may become involved by its continued use.

Initial: _____

LESSOR'S ability to provide a rental craft if reserved, is contingent upon and subject to the return of the unit by the previous lessee, or any other cause beyond LESSOR'S control.

Initial: _____

LESSOR reserves the right to cancel this rental agreement due to inclement or impending bad weather. Rental fees will be prorated based on time used.

Initial: _____

The rules and regulations contained herein and as posted in the office, on the craft and /or the grounds by the LESSOR are for the safety and welfare of all who use the facilities. The LESSEE certifies that he/she has read and understands said rules and regulations and further assumes the responsibility that his/her family and or guest(s) will obey the rules.

Initial: _____

LESSEE agrees to pay \$75.00 dollars for every 30 minutes LESSEE is late in returning a Jet Ski and \$100 for every 30 minutes LESSEE is late returning a boat.

Initial: _____

Should any term or condition of Rental Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and the unenforceable, then that term shall be deemed severed from this Agreement and the enforceability and the remainder shall not be affected and will remain in full force and effect.

Initial: _____

THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE WAIVER AND THE UNCONDITIONAL GENERAL RELEASE FROM LIABILITY I HAVE SIGNED, AS WELL AS THE PONTOON BOAT DAMAGE SCHEDULE AND JET SKI AND WAVERUNNER DAMAGE SCHEDULE INCORPORATED HEREIN BY REFERENCE, CONTAIN THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT OR THE WAIVER. IF IT IS NECESSARY FOR LESSOR TO HIRE AN ATTORNEY TO ENFORCE ANY PROVISION OF THIS DOCUMENT OR THE WAIVER, LESSOR SHALL BE ENTITLED TO REIMBURSEMENT FROM LESSEE FOR ALL LEGAL FEES AND COSTS INCURRED IN ENFORCING THIS AGREEMENT OR THE WAIVER INCLUDING, BUT NOT LIMITED TO, ANY ATTORNEY'S FEES AND COSTS INCURRED IN LITIGATION IF LESSOR IS THE PREVAILING PARTY IN SUCH LITIGATION.

I (WE) HAVE READ ALL PAGES OF THE AGREEMENT, INITIALED AND AGREE TO EACH INITIAL BLANK HEREIN, AND FULLY UNDERSTAND THE TERMS AND CONDITIONS AS SET FORTH HEREIN

SIGNATURES BELOW:

LESSEE: _____ DATE: _____

LESSOR (by its Manager): _____ DATE: _____